



ERIE COUNTY

REQUEST FOR PROPOSALS (RFP)
TO PROVIDE
Professional Design & Engineering Services
for Erie County/
Department of Environment and Planning
Buffalo River Area of Concern
Remedial Action Plan
Habitat Restoration
Red Jacket (Smith Street) Natural Habitat Park,
Buffalo, NY

RFP#1425VF

May 16, 2014

**DEPARTMENT OF ENVIRONMENT & PLANNING
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202**

COUNTY OF ERIE, NEW YORK

REQUEST FOR PROPOSALS (“RFP”)

**Red Jacket (Smith Street) Park Natural Habitat Restoration
RFP#1425VF**

**TO PROVIDE DESIGN AND ENGINEERING SERVICES
for Erie County Department of Environment and Planning
Remedial Action Plan (“RAP”) – Area of Concern (“AOC”) Habitat Restoration**

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking Proposal Statements from qualified engineering firms interested in providing design and engineering services. Proposers interested in providing design and engineering services are invited to respond to this request.

This RFP is being issued simultaneously with another RFP for design and engineering services at Erie County’s Bailey Peninsula Natural Habitat Park. Qualified firms have the option of submitting Proposal Statements and Pricing for one, or both, of the projects. Both restorations will be designed and bid out for construction simultaneously, under the same time table for completion.

It is the County's intent to select the Proposer that provides the best solution for the County's needs.

The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

Project Overview:

As part of the Great Lakes Restoration Initiative Action Plan and Great Lakes Regional Collaboration Strategy, protection and restoration of habitat are priorities for restoring aquatic and upland habitats. The *Buffalo River Area of Concern RAP Project Management and Habitat Restoration* project targets the Erie County Red Jacket (Smith Street) Natural Habitat Park located within the Buffalo River corridor for aquatic and riparian habitat restoration work that conforms to delisting criteria for the AOC.

The Red Jacket (Smith Street) Natural Habitat Park, 1 Smith Street, Buffalo, New York is approximately 7 acres, located on an outside bend of the Buffalo River. The parcel contains a parking area, approximately 800 linear feet of shoreline, a fishing overlook, nature trail, and an informal canoe launch. The parking area is located at the end of Smith Street and a nature trail connects the Valley Community Center on South Park Avenue to a public access point at the river. The park is used by hikers, anglers, and birders. The informal canoe launch is used for canoes, kayaks, and small motor boats.

This RFP seeks qualified engineers to provide habitat restoration design documents, construction documents and bid documents (Plans and Specifications) for this site. Invasive species control and management methods will be selected based on the likelihood they can meet restoration goals and objectives within the project-specific timeframes. The final design, accordingly, should include a combination of treatment methods and techniques, and also include monitoring protocols to measure results and document biological/habitat outcomes and outputs. Deer and beaver resistant features should be considered in order to preserve completed habitat plant restorations.

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

Issue RFP:	May 16, 2014
Mandatory Pre-Proposal Meeting : Erie County Rath Building – Room 1004	May 28, 2014 – 10:00 AM
Mandatory Site Visit: Red Jacket (Smith Street) Natural Habitat Park:	May 28, 2014 – 11:00 AM
Deadline for Written Requests for Clarification	June 6, 2014
Proposals Due:	June 16, 2014 – 4:00 PM

Contract Signed: Following all necessary County approvals

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.
2. One (1) original and seven (7) copies shall be submitted. Proposals **MUST** be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

Thomas R. Hersey, Jr., P.E., Deputy Commissioner
Department of Environment & Planning
95 Franklin Street
Buffalo, New York 14202

All proposals must be delivered to the above office on or before, June 16, 2014 at 4:00 PM. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

4. Requests for clarification of this RFP must be written and submitted to Vicki Haas, Environmental Compliance Specialist, at 95 Franklin Street, Room 1077, Buffalo, New York. 14202 no later than 4:00 p.m. on June 6, 2014. Formal written responses will be distributed by the County on or before June 13, 2014. If proposers wish to be included on any responses to requests for clarification, the proposer must submit a request, in writing, by the above-mentioned date. **NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.**
5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
6. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
7. Proposers are to attend the mandatory pre-proposal meeting which will be held at 10:00 AM on May 28, 2014, at 95 Franklin Street, Room 1004, Buffalo, NY 14202.

8. **All proposers submitting proposals must include a cost proposal in a separately-sealed envelope clearly labeled with the proposer's name, due date of proposal, and proposal name:**

**“Erie County Buffalo River Area of Concern Remedial Action Plan
Habitat Restoration – Red Jacket (Smith Street) Natural Habitat Park”.**

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

MINIMUM QUALIFICATION OF CONSULTANTS

All Consultants submitting a proposal shall be actively engaged and experienced in, or subcontract to Sub-Consultants who are directly experienced in, the work of the nature described in this RFP. The selected Consultant must:

1. Be able to provide Design Documents, Construction Documents and Bid Documents, which includes plans and specifications, that are signed and sealed by a New York State licensed Professional Engineer or New York State Registered Landscape Architect, and have the equivalent of five (5) years of full-time relevant experience;
2. Possess five (5) years or more of direct experience completing designs for river bank stabilization utilizing bioengineering techniques and habitat restoration projects using native seed mixes, plants, shrubs and trees;
3. **Have previously designed at least five (5) successful restoration projects within the last five (5) years.** A successful restoration project is defined as a completed restoration project that has obtained fully functioning habitat as designed after all required monitoring has been completed per contract or permit requirements;
4. Be experienced in obtaining all required permits and agency notifications, and navigating the SEQR process;
5. Experience in providing a long-term site management plan for invasive species monitoring and control;
6. Be willing to travel to, and present at, professional and public meetings;
7. Possess the ability to convey technical information verbally and in written format;
8. Be willing to work proactively with project partners, especially during the design process;
9. Agree to the General Terms and Conditions of the Agreement;
10. Attend the pre-proposal meeting and site visit.

Additional Desired Qualifications

Additional consideration will be given to Consultants who:

1. Are experienced in developing Environmental Protection Agency (“EPA”) approved monitoring plans that are based on the Quality Assurance Project Plan (“QAPP”) process;
2. Provide In-Kind services to the project. Any In-Kind services to this project will be tax-deductible;
3. Are registered as a Small, Minority, and/or Women’s Business Enterprise or subcontract to a Small, Minority, and/or Women’s Business Enterprise.

IV. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this RFP, the proposer agrees to and understands the following:

- That any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- Submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;
- By submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline

EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's experience to perform the proposed services.
- Proposer's financial ability to provide the services.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.
- The proposer's presentation at and the overall results of any interview conducted with the proposer.
- Proposers **MUST** sign the Proposal Certification attached hereto as Exhibit "A". Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

WRITTEN PROPOSALS

In one envelope, submit one (1) original and seven (7) copies of your written proposal to include answers to the questions listed below. Resumes of key personnel and your Federal Qualifications Form, if desired, are to be submitted at the end of the response. **The individuals whose resumes are submitted are expected to substantially work on the project.**

Proposals will be evaluated, generally on your firm's response to the following questions in addition to the general prequalification information submitted previously or herewith. (Score sheet is shown in Exhibit "B".)

A) Qualifications

- 1) State clearly whether your main office/parent firm is currently licensed as an individual, partnership or corporation to do professional engineering in New York State. (If not licensed in New York State, please advise how you propose to execute an agreement as a licensed New York State firm.)

Indicate if this would be a joint venture proposal with another professional organization. The reasons for a joint venture should be presented.

- 2) State any potential conflicts of interest. Include any employment or other relationship your firm has with regulating agencies, or any other entity which may be perceived as a conflict of interest. Explain why any such potential conflicts of interest would not impact this project.
- 3) State the number of Employees in the Firm - If a branch office will perform work, indicate the size of the branch office. Also indicate, in relation to this project, how size of firm would relate to performance.
- 4) State the location (municipality) of the design team you would assign to this project. If more than one design team is proposed or if design team support is to be provided by another office, please explain.
- 5) Indicate the percent of minority personnel both at the firm level and on the project team. Females, if identified as minority, must be listed as technical or clerical.
- 6) List any current or anticipated obligations which may affect the project or use of the identified personnel proposed for this project.

B) Expertise/Experience

- 1) Present your special expertise for the project and how your firm's qualifications would best serve the County on this Project. Include a project organization chart identifying the proposed team. Include resumes of only those individuals that will be directly involved in the Project. (Resumes should be attached at the end of the proposal.)
- 2) Indicate what professional or technical subcontractors you would utilize for the project. Indicate where the subcontractors are located and what services they would provide. Recite any experience or familiarity of the

subcontractors which is pertinent to the specific requirements of this project and the basis of your confidence in their ability to perform. If your firm possesses specialty capabilities which allows work normally subcontracted to be performed in-house, present this information here.

- 3) Provide a list of no more than five (5) similar projects within the last five (5) years giving the size of the project in dollars, the client, including the name and phone number of the person to whom you were accountable, whether any regulatory agencies (NYSDEC and/or USEPA) were involved and if the project was constructed or otherwise completed.

Include a matrix table that identifies the listed projects and the proposed team and identify the correlation between the listed projects/teams and the proposed project team.

- 4) Recite current and past work experience within the last five years, if any, your firm has had with the County outside of the Department of Environment and Planning. Identify the other Department(s) for which the services were provided and the project title.
- 5) Indicate any personnel (either as an employee or through a contractual relationship) who, within the last year prior to the date of this proposal, has been employed by the County of Erie. Also indicate that person's County work title and the Department for which he/she worked. If any, an explanation of the significance of the employee on the project should be presented.

C. Project

- 1) Provide a written evaluation of the "Scope of Services" which indicates your unique approach to performing this project.
- 2) Based on the Scope of Services, Form of Contract, these Guidelines and the expected job duration, indicate the total number of man hours for each of the various employee types (job classification) who will be assigned to the project. The manhours should be listed and totaled by Job Classification and Engineering Phase. If subcontractors are to be utilized on any phase of the project, provide separate breakdown which displays the number of man hours for each of their employee types who will assist on this project. The above information is to be presented in a format as shown on the enclosed table labeled "Man Hour Summary Sheet". You may substitute your own layout (i.e. spreadsheet printouts) in lieu of using the enclosed form. (Please note the DEP Cost Summary Form, Schedule E, is to be utilized in the breakdown of costs in sealed price proposal). Resident engineering is to be assumed full time for the duration of

construction for this project. Insofar as you propose utilizing County personnel for this project, state clearly the level of effort or task you would expect the County to provide. All man hours must be shown in this part of the proposal.

- 3) Indicate which MBE/WBE subcontractors you would propose to use on this project and why. Show what percentage of work is proposed to be assigned to MBE and WBE subcontractors. If your firm is a certified MBE and/or WBE firm, please state here and include self-performed work in the calculation of MBE and/or WBE utilization.
- 4) State the length of time necessary to complete each engineering phase (Exhibit "D" - Agreement, Schedule A). Indicate the minimum time required.

D. Rate

Indicate the firm's total composite indirect cost rate(s) (overhead) which would be added to salaries in your billings for the project. The stated overhead rate(s) should take into consideration the project's duration. The rate(s) will be considered fixed for the duration of the project. The overhead rate is to be based either directly on actual costs (hours rates) or if salary cost is used, indicate the percentage applied to direct salaries to arrive at the salary cost. Indicate your firm's indirect cost rate which would be applied to overtime hours. If the same, indicate as such. List the overhead rates to be used for office and field personnel separately.

- E. Proposer Certification:** Proposals without signed Proposer Certification will be rejected.

PRICED PROPOSAL

In a separately sealed envelope identifying your firm and the project and marked "CONFIDENTIAL - Pricing Information - To be opened by the Deputy Commissioner Thomas R. Hersey, Jr.," submit one (1) copy of your priced proposal.

The Priced Proposal is to be for the entire project as described in these Instructions and as indicated on the Form of Agreement (Exhibit D) and the Scope of Services, attached. Exceptions or limitations in your proposal shall not be placed in the sealed priced proposal unless clearly described in the written proposal. Respondents are advised that all priced proposals are subject to negotiation at the discretion of County.

The proposed costs and fees are to be presented on the attached “Cost Summary Form”. (See Schedule “E-1” in Exhibit D).

SELECTION

All Proposals, timely received and complete, will be evaluated and ranked by a selection committee comprised of County Staff and project partners. The evaluation is based on the Written Proposals using a numerical score sheet related to the questions posed in the Proposal Guidelines. Interviews are generally not conducted, but may be called where determined to be appropriate for the evaluation.

When the evaluations of the written proposals are complete, all priced proposals will be opened. Total cost will be part of the final selection criteria.

CONTRACT

After selection of the successful proposer, a formal written contract (see Exhibit “D”) will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. **NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

“In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

The Consultant agrees: that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Consultant shall defend, indemnify and hold harmless the County, its officers, employees, and agents from and against the Consultant’s proportional share of liability, damage, claim, demand, cost, judgment, fee, attorneys’ fees, or loss which the County may sustain, be subject to, or be caused to incur because of or as a result of (a) any wrongful act, error, or omission of the Consultant or third-

parties under the direction or control of the Consultant; or (b) any willful misconduct of the Consultant or third parties under the direction or control of the Consultant; or (c) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the Consultant or its subconsultant. Nothing contained herein shall create or give to third parties any claim or right of action against the County or the Consultant beyond such as may legally exist without regard to this provision.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule "B" of the attached Agreement.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

INTELLECTUAL PROPERTY RIGHTS

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

All deliverables created under this Agreement by the Consultant are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable. Design drawings for the project are to be prepared using AutoCad 2000 or newer. All electronic files must be bound to respective drawings. Reproducible plans shall be provided on mylar. At the completion of the design phase of the project the Engineer will be required to provide the owner with one full set of reproducible mylars and an electronic copy of the AutoCad design file on CD ROM.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer

printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

a) insert the following notice in the front of its proposal:

“NOTICE”

The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page "*** THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

EXHIBIT "A"

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Erie for the required services. The undersigned agrees and understands that the County of Erie is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Erie reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____
Name and Title

EXHIBIT “B”
QUALIFICATIONS REVIEW RATING SHEET
ERIE COUNTY – BUFFALO RIVER AOC REMEDIAL ACTION PLAN
RED JACKET (SMITH STREET) NATURAL HABITAT PARK RESTORATION
BUFFALO, NY

ITEMS	FIRMS				
A. <u>Qualifications</u>	NNR				
1. Licensed Firm (NNR)	5				
2. Conflict of Interest	5				
3. Size of Firm vs. Project Size	5				
4. Location of Team(s)	5				
5. Percent Minority within Firm/Project Team	5				
6. Current Obligations (Effect on Project Described)	10				
B. <u>Expertise/Experience</u>	35				
1. Special Expertise – Per Page 8 of RFP, “ <i>Evaluation</i> ”	10				
2. Professional/Technical Subcontractors In-House	20				
3. Similar Projects	NNR				
4. Experience with other County Departments (NNR)	NNR				
5. Past County Employees (NNR)	NNR				
C. <u>Project</u>	25				
1. Evaluation of Scope of Services	25				
2. Manhours Projects per Phase	10				
3. MBE/WBE Firm / Subcontractors	5				
4. Time of Completion	10				
D. <u>Rate</u>	30				
1. Overhead Rate(s)	30				
E. Price Proposal	200				
Total Score	200				
TOTAL PRICE					

NNR – No Numerical Rating

EXHIBIT "C"
MANHOUR SUMMARY SHEET

ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING
ERIE COUNTY – BUFFALO RIVER AREA OF CONCERN REMEDIAL ACTION PLAN
RED JACKET (SMITH STREET) NATURAL HABITAT PARK RESTORATION
BUFFALO, NY

ENGINEERING TASK	PERSONNEL MAN HOURS BY JOB CLASSIFICATION					TOTALS
Preliminary and Facilities Planning Phase (Draft & Final Reports)						
Preliminary and Final Design (II)						
General Service During Construction II (a)						
Resident Engineering (b)						
Final Walk-Through and Review Post-Construction Monitoring Plan <i>(Per Schedule A-7)</i>						
Total						

EXHIBIT "C"
MANHOUR SUMMARY SHEET

(Duplicate as needed for Sub-Consultants and M/WBE Hours)

ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING
ERIE COUNTY – BUFFALO RIVER AREA OF CONCERN REMEDIAL ACTION PLAN
RED JACKET (SMITH STREET) NATURAL HABITAT PARK RESTORATION
BUFFALO, NY

SUB-CONSULTANT TASK	PERSONNEL MAN HOURS BY JOB CLASSIFICATION					TOTALS
Preliminary and Facilities Planning Phase (Draft & Final Reports)						
Preliminary and Final Design (II)						
General Service During Construction II (a)						
Resident Engineering (b)						
Final Walk-Through and Review Post-Construction Monitoring Plan (Per Schedule A-7)						
Total						

EXHIBIT "C"
MANHOUR SUMMARY SHEET

(Duplicate as needed for Sub-Consultants and M/WBE Hours)

ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING
ERIE COUNTY – BUFFALO RIVER AREA OF CONCERN REMEDIAL ACTION PLAN
RED JACKET (SMITH STREET) NATURAL HABITAT PARK RESTORATION
BUFFALO, NY

MBE/WBE TASK	PERSONNEL MAN HOURS BY JOB CLASSIFICATION					TOTALS
Preliminary and Facilities Planning Phase (Draft & Final Reports)						
Preliminary and Final Design (II)						
General Service During Construction II (a)						
Resident Engineering (b)						
Final Walk-Through and Review Post-Construction Monitoring Plan <i>(Per Schedule A-7)</i>						
Total						

EXHIBIT "C"
MANHOOR SUMMARY SHEET

TOTAL MANHOURS – ALL CONSULTANTS

ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING
ERIE COUNTY – BUFFALO RIVER AREA OF CONCERN REMEDIAL ACTION PLAN
RED JACKET (SMITH STREET) NATURAL HABITAT PARK RESTORATION
BUFFALO, NY

	PERSONNEL MAN HOURS BY JOB CLASSIFICATION					TOTALS
	<u>Engineer</u>	<u>Sub-Consultant</u>	<u>MBE/WBE</u>			
Preliminary and Facilities Planning Phase (Draft & Final Reports)						
Preliminary and Final Design (II)						
General Service During Construction II (a)						
Resident Engineering (b)						
Final Walk-Through and Review Post-Construction Monitoring Plan <i>(Per Schedule A-7)</i>						
Total						

EXHIBIT “D”

AGREEMENT

AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20__

by and between

THE COUNTY OF ERIE, a municipal corporation of the State of New York,
having an office and place of business at 95 Franklin Street, Buffalo, New York
14202
(hereafter the “County”)

and

[Insert legal name of the CONSULTANT,], a [insert state, e.g., New York State, and insert the legal status, e.g. corporation, partnership or limited liability company, if applicable] having an office an principal place of business at **[insert address]**
(herafter the “Consultant”)

WITNESSETH:

FIRST: The Consultant shall provide Erie County Rainwater Harvesting Cisterns Installation (the “Project”), as more fully described in Schedule “A”, which is attached hereto and made a part hereof (the “Project”). The Project shall be carried out by the Consultant in accordance with current industry standards and trade practices.

The Consultant expressly agrees that the provisions set forth in the following schedules:

- Schedule A – Scope/Specifications
- Schedule A-1 – Department/Project Specific Requirements
- Schedule B – Standard Insurance Certificate
- Schedule C – Time of Completion
- Schedule D – Detailed Description of Compensation
- Schedule E – Cost Summary Form
- Schedule F – County of Erie Local Law No. 9
- Schedule G – Certification Regarding Debarment and Suspension
- Schedule H – Certification Regarding Drug-Free Workplace Requirements
- Schedule I – Certification Regarding Lobbying
- Schedule J – Project Location Maps
- Schedule K – Erie County Resolution

which are attached hereto shall be incorporated into this Agreement as if fully set forth herein.

A list of key personnel of the Consultant, who shall be responsible for the implementation of this Agreement, is set forth in Schedule “A”. The Consultant shall provide the County with prior written notice of any proposed changes in key personnel, and the Commissioner of Environment and Planning or his/her duly authorized designee (the “Commissioner”) shall have sole discretion to approve or disapprove of any such personnel changes.

The Consultant shall report to the County on its progress toward completing the Project, as the Commissioner may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

SECOND: The Consultant shall commence the Project immediately upon written notification from the Commissioner (the “Commencement Date”) and shall be completed no later than within the time frames set forth in Schedule “C”.

The Consultant shall report to the County, as the Commissioner may request, on its progress toward completing the Project, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

The Consultant shall properly maintain a detailed daily log relative to the services rendered for which compensation is to be paid by the County pursuant to the terms of this Agreement, which shall be submitted on a monthly basis. This log shall include, but not be limited to, the following:

1. Date.
2. Names and titles of employees rendering service.
3. Phase of project worked on.
4. Required time expended.

The Consultant shall complete those specific Project items identified in Schedule “A” by the interim deadlines set forth therein, unless an interim deadline is extended by the Commissioner in writing, subject to any necessary legal approval of such amendment. Timely completion of the Project is of the essence. It is hereby agreed that the Consultant will complete the Project within the time as described in Schedule “C” attached hereto and made a part hereof. It is further agreed that the County may invoke liquidated damages, if any, as set forth in said Schedule “C”, for failure on the part of the Consultant to complete the Project as specified.

The Consultant shall supply sufficient and adequate personnel to assure completion of the Project within the time agreed.

THIRD: For the Project to be performed pursuant to Paragraph “FIRST,” the Consultant shall be paid an amount not-to-exceed **[insert amount]** (**[\$[insert numeric amount]**) Dollars, in the manner and at the rates set forth in Schedule **["D"]** **[If there is no Schedule “D”, or if payment provisions are not set out in Schedule “D”, insert a description of how often and when payments will be made and how much of the total will be paid, e.g., “which shall be paid in equal monthly installments”, and delete the rest of this sentence]**, which is attached hereto and made a part hereof. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Consultant for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Any and all requests for payment to be made, including any request for partial payment if such is permitted hereunder, shall be submitted by the Consultant on properly executed payment vouchers of the County and paid only after approval by the County. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made to the Consultant prior to completion of all Project and the approval of same by the County.

The Consultant shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Project, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Consultant exceed the not-to-exceed amount set forth above.

FOURTH: Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Consultant as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

FIFTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to appropriations by the Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County

subsequently offers to pay a reduced amount to the Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

SIXTH: (a) The County, upon ten (10) days notice to the Consultant, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Consultant shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "D". Upon receipt of notice that the County is terminating this Agreement in its best interests, the Consultant shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Consultant shall direct any approved subconsultants to do the same.

In the event of a dispute as to the value of the Project rendered by the Consultant prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Project rendered by the Consultant. The Consultant shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Consultant of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Consultant of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the

right, power and authority to complete the Project provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Consultant. Without limiting the foregoing, upon written notice to the Consultant, repeated breaches by the Consultant of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

SEVENTH: The Consultant agrees to procure and maintain insurance naming the County as additional insured where indicated, as provided and described in Schedule “B”, entitled “Standard Insurance Provisions”, which is attached hereto and made part hereof.

The Consultant agrees: that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Consultant shall defend, indemnify and hold harmless the County, its officers, employees, and agents from and against the Consultant’s proportional share of liability, damage, claim, demand, cost, judgment, fee, attorneys’ fees, or loss which the County may sustain, be subject to, or be caused to incur because of or as a result of (a) any wrongful act, error, or omission of the Consultant or third-parties under the direction or control of the Consultant; or (b) any willful misconduct of the Consultant or third parties under the direction or control of the Consultant; or (c) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the Consultant or its subconsultant. Nothing contained herein shall create or give to third parties any claim or right of action against the County or the Consultant beyond such as may legally exist without regard to this provision.

EIGHTH: The Consultant expressly agrees that neither it nor any consultant, subconsultant, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws during the term of or in connection with this Agreement.

NINTH: The Consultant shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Consultant shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subconsultants and others employed to render the Project hereunder.

TENTH: All records or recorded data of any kind compiled by the Consultant in completing the Project described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

Notwithstanding the foregoing, all deliverables created under this Agreement by the Consultant are to be considered “works made for hire.” If any of the deliverables do not qualify as “works made for hire,” the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

ELEVENTH: The Consultant shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Consultant shall not subcontract any part of the Project without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Project under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subconsultants are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Consultant that for the purposes of this Agreement, all Project performed by a County-approved subcontractor shall be deemed Project performed by the Consultant and the Consultant shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

Notwithstanding the above, the parties hereto acknowledge and agree that, at the time of execution of this Agreement, the following subconsultants have been approved to provide services for the named purpose(s) in connection with this Agreement: **[insert subconsultant(s) name(s), address(es) and purpose(s)].**

TWELFTH: The Consultant and the County agree that the Consultant and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Consultant covenants and agrees that neither the Consultant nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

THIRTEENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Project or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

FOURTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Thomas Hersey, Jr.
Deputy Commissioner
Department of Environment & Planning
Division of Sewerage Management
95 Franklin Street
Buffalo, New York 14202

with a copy to:

County Attorney
95 Franklin Street, Room 1634
Buffalo, New York 14202

To the Consultant:

FIFTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

SIXTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

SEVENTEENTH: The Consultant recognizes that this Agreement does not grant the Consultant the exclusive right to perform the Project for the County and that the County may enter into similar agreements with other consultants on an “as needed” basis.

EIGHTEENTH: The Consultant hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130. The Consultant further represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Consultant) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

NINETEENTH: Pursuant to Federal Executive Order 12549, and as prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Consultant hereby agrees to complete the Debarment and Suspension Certificate attached hereto as Schedule “G” and which is made a part hereof.

TWENTIETH: Pursuant to Federal Executive Order 12549, and as prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Consultant hereby agrees to complete the Debarment and Suspension Certificate attached hereto as Schedule “G” and which is made a

part hereof. In addition, the Consultant agrees to sign the certifications regarding Drug Free Workplace and Lobbying, attached hereto as Schedules “H” and “I”, and made a part hereof.

TWENTY-FIRST: The Consultant shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Consultant shall also use all reasonable means to avoid any appearance of impropriety.

TWENTY-SECOND: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWENTY-THIRD: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, The County of Erie and the Consultant have caused this Agreement to be executed.

THE COUNTY OF ERIE

CONSULTANT

By: _____
Name: Mark Poloncarz / Richard Tobe
Title: County Executive / Deputy County Executive
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Witness: _____

By: _____
Name: Lorne Steinhart
Title: Deputy Comptroller
Date: _____

Approved as to Content

Approved as to Form

By: _____
Name: Maria Whyte
Title: Commissioner
Date: _____

By: _____
Name: _____
Title: Assistant County Attorney
Doc. No. _____
Date: _____

Authorized by the Erie County Legislature

Recommended:

On: _____
Item: _____

By: _____
Name: Thomas R. Hersey, Jr.
Title: Deputy Commissioner
Date: _____

SCHEDULE "A"

SCOPE / SPECIFICATIONS

GENERAL

For the purposes of this Agreement, the words or abbreviations listed shall have the definitions following; other terms not specifically defined shall be as commonly defined in the profession.

<u>DEP</u>	-	<u>Erie County Department of Environment and Planning</u>
<u>DEC/NYSDEC</u>	-	<u>New York State Department of Environmental Conservation</u>
<u>EPA</u>	-	<u>United States Environmental Protection Agency</u>
<u>ERMP</u>	-	<u>Buffalo River Ecological Restoration Master Plan</u>

GENERAL

The design and engineering of the Buffalo River Area of Concern Remedial Action Plan Habitat Restoration for Red Jacket (Smith Street) Natural Habitat Park, Buffalo, NY

**Red Jacket (Smith Street) Natural Habitat Park
1 Smith Street
Buffalo, NY 14210**

herein referred to as the "Project".

should satisfy the specific conditions and capacity requirements related to this location and the Engineering Report. Further, all improvements shall be consistent with the standards established in the latest edition of the "DEP's Construction Specifications". Any building alterations or pedestrian areas constructed shall comply fully with the requirements of the Americans with Disabilities Act of 1990 and New York State Building Codes.

Design drawings for the project are to be prepared using AutoCad 2000 or newer. All electronic files must be bound to respective drawings. Reproducible plans shall be provided on mylar. At the completion of both the design and construction phases of the project the Engineer will be required to provide the owner with one full set of reproducible mylars and an electronic copy of the AutoCad design file on CD ROM.

PROJECT OVERVIEW

As part of the Great Lakes Restoration Initiative Action Plan, Great Lakes Regional Collaboration Strategy and Buffalo River Ecological Restoration Master Plan, protection and restoration of habitat are priorities for restoring aquatic and upland habitats. The *Buffalo River Area of Concern Remedial Action Plan Project Management and Habitat Restoration* project targets the Erie County Red Jacket (Smith Street) Natural Habitat Park within the Buffalo River corridor for aquatic and riparian habitat restoration work that conforms to delisting criteria for the AOC.

This RFP seeks qualified engineers to provide habitat restoration design, construction and bid documents for this site. Invasive species control and management methods will be selected based on the likelihood they can meet restoration goals and objectives within the project-specific timeframes. The final design, accordingly, should include a combination of treatment methods and techniques and also include monitoring protocols to measure results and document biological/habitat outcomes and outputs. Deer and beaver resistant features should be considered in order to preserve completed habitat plant restorations.

SCHEDULE

The time allowed from execution of the contract to completion of the Preliminary Design is two (2) months, with completion of the Final Design one (1) month following receipt of the County comments. Following approval of the Final Design, draft construction contract documents shall be completed for the County's review within three (3) months with final Contract Documents to be completed within one (1) month from receipt of the County's comments. Consultants shall assume an eight-month construction duration, however, a minimum of 500 hours should be allowed for General Services and required inspections.

FUNDING

This Project will be funded by a grant, therefore, comply with the requirements of the United States Environmental Protection Agency, Great Lakes National Program Office.

GENERAL INFORMATION

This invitation does not commit the County of Erie/Erie County Department of Environment and Planning to accept any proposal, nor does it obligate these entities for any costs associated with preparing or submitting proposal packages.

Respondents are advised that the firm selected must be prepared to perform all services necessary for the successful completion of this project. However, the County may authorize only portions of the work at its discretion. The right to amend the scope of the work and subdivide or combine work is retained. The right to reject any or all proposals is also retained.

This RFP will be awarded to one Consultant that will be held solely responsible for the successful design and engineering of the project, as well as for completion of the QAPP (Phase I – EPA QAPP), permitting – including navigating the SEQR process, monitoring plan methodology development, and participation during a pre-determined timeframe for responding to Requests for Information (RFI) during the construction contractor selection process.

SERVICES

The Red Jacket (Smith Street) Natural Habitat Park, 1 Smith Street, Buffalo, New York is approximately 7 acres, located on an outside bend of the Buffalo River. The parcel contains a parking area, approximately 800 linear feet of shoreline, a fishing overlook, nature trail, and an informal canoe launch. The parking area is located at the end of Smith Street and a nature trail connects the Valley Community Center on South Park Avenue to a public access point at the river. The park is used by hikers, anglers, and birders. The informal canoe launch is used for canoes, kayaks, and small motor boats.

This RFP seeks qualified engineers to provide habitat restoration design documents, construction documents and bid documents (Plans and Specifications) for this site. Invasive species control and management methods will be selected based on the likelihood they can meet restoration goals and objectives within the project-specific timeframes. The final design, accordingly, should include a combination of treatment methods and techniques, and also include monitoring protocols to measure results and document biological/habitat outcomes and outputs. Deer and beaver resistant features should be considered in order to preserve completed habitat plant restorations. Note that the text below presents general guidelines for the project; however, certain items may not be applicable to this work.

Habitat Restoration Design and Engineering Services

Consultants are being requested to develop and submit a restoration design concept, along with alternatives that the Consultant wishes to offer. The restoration design concept shall:

1. Define the restoration approach and desired outcome(s) of each restoration concept alternative. Climate change shall be considered when developing restoration concepts. Provide a base restoration plan, with a “menu” of additional features to allow for budget adjustments;
2. Develop a pre-project invasive species inventory and management plan;
3. Identify target plant community structure and species composition that demonstrates the reduction of, or ideally, the elimination of exotic vegetation;
4. Determine target species that could drive the restoration activity;
5. Define how success would be determined for the restoration concept;

6. Develop and include a long-term invasives species management and control plan, including site-specific strategy including chemicals, and mechanical removal methods;
7. Provide oversight of construction phase to completion; Be able to implement: design, engineering, invasive species monitoring and control plan, and construction inspection within budget.

Scope of Work

Consultant will be expected to complete all activities needed to generate the following work products:

I. Development of Project Quality Assurance Project Plan (QAPP)

Completion of EPA approved Quality Assurance Project Plans (QAPPs). All tasks identified for completion for this project must be included within the project QAPP. The project QAPPs need to be approved by EPA prior to any data collection being completed. No data collection can occur prior to EPA approval of their QAPP. Erie County will not reimburse a Consultant for work that was completed prior to the QAPP approvals. QAPPs are to be developed by the Consultant in close collaboration with Erie County and its Consultants.

II. Engineering, Design Plans, and Permitting

Proposals must provide a detailed narrative explaining what will be completed as part of each of the tasks. The tasks stated below are the minimal requirement of work to be included to complete the Design and Engineering phase. Please also include any anticipated additional tasks.

Data Collection:

Identify any data collection that will be necessary for full completion of the project phases. Please identify what methods will be used for data collection.

Development of Design and Engineering Plans:

Prepare and complete all needed restoration design/engineering plans for 800 linear feet toward the Habitat BUI delisting target of 19,941 linear feet of shoreline/riparian restoration. Design plans and specifications must include:

- All construction documents, notes and specifications required to obtain all permits, including but not limited to: demolition/ removal, invasive species eradication/ management, grading, erosion and sediment control and planting plans.
- Incorporate the locations of critical items identified within the Buffalo River Ecological Restoration Master Plan (ERMP) documents, as well as trail right-of-ways and stormwater outfall locations.

- Identification of construction staging areas.
- Recommendations for species selection for planting plans. Native plants and seed mixes are preferred. Please identify the size, (i.e. caliper or container size) and number of trees and plants, as well as the quantity, application rate, and types of seed mixes to be used. Additional consideration for selected tree, plant and seed mixes should include species that are likely to survive with predicted regional climate change, that are deer resistant, and that provide habitat value. Consideration must be given for deer and beaver resistant practices to preserve the completed restorations.
- Use of bioengineering or other “green stabilization” techniques as much as practical.

Signage

The Consultant shall ensure that a visible project identification sign (with the Great Lakes Restoration Initiative logo provided by the EPA) is secured and is erected as appropriate at on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative (“GLRI”) and appropriate federal agencies for funding. The Consultant will determine the design, placement and materials for each sign, and receive approval from Erie County DEP for final signage. The GLRI logo should be accompanied with the statement indicating that the Erie County Department of Environment & Planning received financial support in the amount of *(figure to be provided by Erie County)* from the EPA for the Red Jacket (Smith Street) Natural Habitat restoration project.

Design and engineering documents should represent a base plan, along with a “menu” of optional alternatives to include the following Restoration Plan features;

Red Jacket (Smith Street) Natural Habitat Park – Restoration Plan Features:

<i>Restoration Features</i>	<i>Outcomes</i>	<i>Outputs</i>
<ul style="list-style-type: none"> ➤ Hydraulic cover stones ➤ Submerged vertical ribbing ➤ Stone-pinned rootwads ➤ Locked logs ➤ Bendway weirs & tiebacks ➤ Stone toe protection ➤ Live stakes for mudflats ➤ Vegetated riprap ➤ Seeding ➤ Native wetland species plantings in combination with log revetments and other stabilizing features ➤ Geotextile erosion control ➤ Integrated control and management of invasive plant species ➤ Modification of site management to include reduction of mow zones ➤ Planting of warm season grasses, mast bearing trees and shrubs 	<ul style="list-style-type: none"> ➤ Habitat restoration of approximately 750 linear feet of shore line and 7 upland acres. ➤ Expand width of shoreline area ➤ Increase shoreline stability ➤ Capture and retention of sediment ➤ Provide increased cover for fish species ➤ Provide cover and foraging areas for bird and other wildlife species ➤ Provide a variety of substrates and hydraulic gradients for benthic organisms ➤ Reduce debris accumulation along shoreline ➤ Multi-season re-vegetation program ➤ Protection of native plant species and increase diversity of plants in riparian areas and uplands 	<ul style="list-style-type: none"> ➤ Establishment of emerging wetland communities ➤ Establishment of existing submerged aquatic vegetation beds ➤ Enhance resiliency of shoreline and stream bank habitat ➤ Improvement of water quality to benefit fish and benthos ➤ Increased biological diversity ➤ Increased fish and wildlife habitat structure and function ➤ Restoration of natural succession process of native plants ➤ Contributes to Beneficial Use Impairment Delisting (750 linear feet toward the Habitat BUI delisting target of 19,941 linear feet of shoreline habitat)

The hired Consultant will be required to provide at a minimum:

Design drawings for the project prepared using AutoCad 2000 or newer. All electronic files must be bound to respective drawings. Reproducible plans shall be provided on mylar. At the completion of the design phase of the project the Engineer will be required to provide the owner with one full set of reproducible mylars and an electronic copy of the AutoCad design file on CD ROM

Permitting and Agency Notification

Complete all work necessary to obtaining approved permits for project implementation. This includes any and all federal, state, multi-state and/or local permitting, as well as SEQR. Permits and/or notifications may include but are not limited to: agency notification for endangered/threatened species, archeological clearances, historical building/places clearances, material transport, proper disposal of materials, and certified landowner notifications, stormwater permits. Other notifications per any/all permitting requirements must also be completed. A pre-application meeting with agency representatives will be required for any needed permits.

Development of Post-Construction Monitoring Plan

The Consultant will be responsible for the development of a post-construction monitoring plan. The plan should identify what methodologies will be used to monitor different components of the restoration project. The plan will become a template for other similar riparian habitat restoration monitoring activities. More than one monitoring methodology may be necessary to document project success or failure. The monitoring plan developed should be designed for long-term use and be specific to repeated sampling that will be sufficient to define trends relative to clearly defined management objectives over time. The monitoring plan must include but is not limited to:

- A. Identification of restoration project monitoring objectives, including the rationale supporting the selection of the objectives to evaluate restoration effectiveness;
- B. Monitoring methods to be used;
- C. Monitoring locations;
- D. Frequency of monitoring;
- E. Field data collection sheets;
- F. Photos taken at each monitoring location facing the same direction;
- G. Identification of any equipment needed for monitoring.

III. Additional Project Related Tasks

Meetings and Public Outreach

Coordination with the County of Erie, City of Buffalo, NYS Department of Environmental Conservation (NYSDEC) and the U.S. Environmental Protection Agency (EPA) and/or other project partners will be necessary.

Meetings with project partners will be required. Meetings will be set up by the Erie County Buffalo River Area of Concern Habitat Restoration Project Manager as often as deemed necessary to follow up on the sequence of operations, expedite the job, secure cooperation of all parties, etc.

At least one (1) public meeting will be necessary. It is anticipated that there will be a minimum of one public meeting at the conclusion of the design, to present the final design to the general public. The Consultant will be expected to present at the public meeting(s), providing basic drawings, photos and information.

Quarterly Reporting and Final Project Report

Quarterly Progress Reports are required to be submitted to Erie County as defined by our federal reporting requirements. Reporting due dates will be set Erie County and will be set within the contract documents.

A short summary report will be required from the selected Consultant at the time of their request for payment. The final project report must include the following:

- State the goal of the project and items completed as a result of the project.
- Summarize all measures required for implementation of the post construction monitoring plan.
- Identify any maintenance activities that will be needed over time

The following items must be included as a separate appendix to the final project report:

- Summary of all quarterly progress reports submitted to the County;
- Copy of permits;
- All construction drawings, specifications and associated notes or reports;
- Approved QAPPs;
- Approved monitoring plan and all associated attachments/field data sheets.

SCHEDULE "A-1"

DEPARTMENT/PROJECT SPECIFIC REQUIREMENTS

1. GENERAL PROVISIONS

A. Engineer Licensed

The Engineer represents that it is licensed and authorized to practice engineering in the State of New York, and there shall be attached to the plans and specifications a licensed engineer's seal and a licensed surveyor's seal where applicable.

B. Plans and Files

1. All approved original drawings prepared by the Engineer shall become the property of the County. The Engineer shall retain one set of reproducible mylars.
2. The design drawings for the project are to be prepared utilizing AutoCad 2000 or newer. All electronic files must be bound to related drawings. Reproducible plans shall be provided on mylar. At the completion of the design phase and construction phase of the project, the Engineer will be required to provide the owner with one full set of reproducible mylars and a copy of the AutoCad design file on CD ROM which displays the improvements at that stage of the project
3. The Engineer shall supply as many sets of Plans and Specifications for review as required by the DEP. In addition, the Engineer shall provide 25 sets per prime contract of approved Plans and Specifications for the purpose of taking bids under this contract. A complete bid set of documents includes a full set of plans and specifications, reference drawings and supplemental data and an additional bid proposal section(s) bound separately. Additional sets of approved Plans and Specifications shall be provided by the Engineer at cost.
4. The Engineer shall make available at the County's place of business, on request, its complete design file including all computations related to the Project.

C. Assistance and Exchange Data

1. The County shall direct its officers, agents and employees to render all reasonable assistance and provide available data to the Engineer in connection with its performance under this Agreement.

The Engineer shall have the duty to make independent inquiry as to the reasonable correctness of such data if the correctness thereof appears doubtful on its face to the Engineer.

2. The Parties hereto agree to furnish to the other Party copies of previous reports, data and drawings which may be available and as may be pertinent to the Project. All such data, reports, drawings and any other documents and information provided shall be returned to its owner.
3. Information provided to the Engineer for the project shall be held in confidence by the Engineer and used only for the project that is the subject of this Agreement. Sharing of information provided by the County for this project with subcontractors, other consultants, manufacturers and potential suppliers or vendors shall not be done without the express advance written authorization of the County.
4. The Engineer shall not reproduce or copy information supplied to him/her by the County for this project without the express advanced written permission of the County. Where retaining a copy of information supplied by the County is required by Law, the Engineer shall so inform the County, in writing, of such copying or reproduction, the requirement of the law and the Engineer's procedures for confidentiality and for release of such information to third parties. The Engineer shall keep such copied or reproduced information confidential to the extent possible.

D. Design/Construction Survey

All members of the survey crew engaged in work on this project shall be paid in accordance with the New York State Wage Rate Schedule. The Engineer and its subcontractors will be required to furnish the DEP with duplicate copies of their certified payrolls. Payrolls displaying the survey manhours are to be submitted on U.S. Department of Labor Payroll Form WH-347.

E. Progress Reports

The Engineer shall submit written progress reports to the County on a monthly basis during design, and during construction. Oral reports shall be made on request. The County may amend the reporting schedule at its pleasure at any time upon written notice to the Engineer, except that the frequency of submitting written progress reports shall not be made more frequent than weekly. During design, a monthly meeting shall be held at the offices of the County or another location which is to be determined by the DEP to discuss the project.

F. Release of Data

All plans, estimates and other data prepared under this Agreement shall be released only to the County or the County's designee. The Engineer shall hold in confidence the plans and related information prepared under this agreement and shall advise its subcontractors of this requirement. Release of plans, estimates and other data to third parties shall be subject to written approval by the County. The Engineer shall keep a record of its release

of plans and related information and make available such record upon request by the County.

G. Equipment Purchases

1. The Engineer shall purchase for the County such materials, equipment or services if required to perform work in accordance with written authorization given by the County to the Engineer. Materials or equipment charged to the County under this Agreement shall be used only for work on this Project.
2. The Engineer will deliver to the County at the completion of this contract, all materials and equipment for which the County has paid, in the same condition as when acquired except for normal wear and tear during use.

H. Limitations

1. Since it is recognized that the Engineer has no control over the cost of labor, materials or equipment, or over Construction Contractor(s) method of determining prices, or over competitive bidding or market conditions, the estimates of probable Project Cost of Construction provided for herein are to be made on the basis of experience and qualifications and represent the Engineer's best judgment as a design professional familiar with the construction industry, but the Engineer shall not be required to guarantee Construction Cost.
2. It is recognized that the Engineer cannot guarantee the performance or the safety of the construction work by the Contractor nor can it assume any responsibility for the contractor's failure to perform without defects or deficiencies. Provided, however, that nothing herein shall modify the duties of the Engineer as are set forth herein to observe and review construction of the contract, to require the contractor to conform with the requirements of the Plans and Specifications and to report to the County any deviations by the contractor of which it becomes aware or in the course of reasonable care should become aware.
3. The Engineer shall be responsible only for its decisions or actions during the course of construction of the Project. The Engineer shall not be held responsible for any decision or action made by the County without the Engineer's prior knowledge and consent.

I. Time Extension

1. Each and every obligation of the Engineer under this Agreement shall be subject to the following force majeure clause: If, because of an act of God, war, strike, riot, catastrophe or other condition, including official action or delay of governmental bodies, delay of contractors or any other condition beyond the control of the Engineer, the Engineer cannot comply with the obligations or schedules in this Agreement, the Engineer may apply in writing to the County for an extension or modification of such obligations or

schedules within a reasonable time after it obtains knowledge of such facts. Such application shall contain a specific justification for the required extension or modification and upon establishment of any of the conditions set forth above, the Engineer shall be entitled to such relief as may be reasonable under the circumstances, including waiver provided by the County of the liquidated damages provisions.

J. Compliance with Laws

The Engineer specifically agrees to comply fully with the rules and regulations as stated in OSHA 29 CFR, Parts 1910, as it may be amended. The Engineer shall have in-place and will implement a Confined Space Program for its activities which adheres fully with these requirements. The Engineer will be solely responsible for its established Confined Space Program and the coordination of such with its subcontractors.

K. Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation

The consultant engineer agrees to make a good faith effort to secure MBE/WBE subcontractors. Upon receiving the Notice to Proceed, the Engineer shall submit, to the County, an MBE/WBE Utilization Plan which identifies those MBE/WBE subcontractors who were contacted and/or secured for this project. Refer to Schedule "F", Erie County Local Law No. 9-2005.

SCHEDULE "B"

STANDARD INSURANCE CERTIFICATE

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery or merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 69 Delaware Ave., Buffalo NY, 14202."

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000						
Products Comp. Ops.	\$2,000,000						
Blanket Broad Form	Not Excluded or Limited		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual Liability							
Broad Form P.D.							
X.C.U.							
Liquor Law				INCLUDE			
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County To Be Named Add'l Insd. On	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.

VI. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.

VII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

VIII. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

IX. Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.

Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

X. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

Professional Services (C)



County of Erie Standard Insurance Certificate

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
	PHONE (Area No. Ext)	FAX (Area No.)
INSURED	ADDRESS	
	PRODUCER CUSTOMER ID #	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A	NAIC #
	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	
	INSURER F	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

COV LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> JECT <input type="checkbox"/> LOC	X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex aggregate) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMPOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X				COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000	X				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	SUBMIT proof of Workers Compensation and disability as per examples attached			WC STATU (OR) LIMITS \$ OTH (ER) \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Professional Liability					Each Occurrence 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 County of Erie is included as an additional insured on a primary and non-contributory basis for the following policy numbers:

CERTIFICATE HOLDER County of Erie 95 Franklin St Buffalo NY, 14202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate	_____
Purchase Order or Contact Number	_____
Vendor Insurance Classification	_____

SCHEDULE "C"

TIME OF COMPLETION

AGREEMENT FOR CONSULTANT ENGINEERING SERVICES

September 8, 2014	Project Kickoff Meeting – Engineering/Design Phase
October 1, 2014	Preliminary Design Complete
December 1, 2014	Preliminary Plans & Specifications Complete
December 15, 2014	Consultant Prepares Construction Request for Proposals (RFP)
January 2, 2015	Final Plans & Specifications Complete

SCHEDULE "D"

DETAILED DESCRIPTION OF COMPENSATION

AGREEMENT FOR CONSULTANT ENGINEERING SERVICES

The Engineer shall be compensated for their work as specified and described in Schedule "A" of the Agreement on a Cost Plus (Percentage or Fixed) Fee Basis for Phase I, II, III and IV work, as hereinafter provided.

I. Total Compensation Breakdown

Payments for services, when cost plus fixed fee basis is specified in Article 7 of the Agreement, are broken down into contract phases with payment for each phase being separately authorized.

(1) The contract phase costs are as follows:

	<u>Total</u>	<u>Cost</u>	<u>Profit</u>
	<u>Cost</u>	<u>Ceiling</u>	<u>Profit</u>
(I) Design Report (Final)			
(II) Design & Engineering (Final)			
(III) General Services & Resident Engineering			
(IV) Development of Post-Construction Monitoring Plan			
Total	_____		

NOTE:

* Cost Ceiling and Fixed Fee (Profit) are for cost plus fixed fee basis. Does not apply to Hourly Rate which is calculated as direct hourly rate multiplied by an overhead percentage and a percentage for profit.

(2) The costs listed above assume that the Notice to Proceed for the earliest phase of the project as listed above is given by the Owner to the Engineer by (180 days from submission of this RFP. In the event the Notice to Proceed is given after this duration, the Engineer is to notify the Owner within two weeks if the delayed Notice to Proceed will result in increased engineering costs. Any increase in costs as a result of a delayed Notice to Proceed is subject to negotiation.

II. Cost Computation Method

The methods of Computing Cost are specified in section II (1) thru II (8) herein and in the attached Cost Summary Format for Engineering Agreements.

(1) Direct Labor Cost

Direct Labor cost shall be the actual wages paid to technical employees for the time actually devoted to the work on the project. Technical employees shall include the following categories:

Officers*
Engineers
Technicians
Surveyors
Draftsmen
Secretarial Staff

***NOTE:**

Officers and administrative staff salaries may be billed and paid as a direct expense for the time such officer/administrative staff is engaged in productive technical services on the project under this Agreement. An officer is defined as a Vice-President or higher ranked officer, owner, partner or any other person empowered to sign contracts on behalf of the Engineer.

The following categories of employees shall be included in indirect costs (overhead):

Officers

(engaged in administrative or supervisor activities)

Accounting Staff

Other employees, such as, secretarial, CAD operators, etc. shall be included in indirect costs unless identified in the Engineer's cost summary form as Direct Labor and approved by the County.

(2) Direct/Indirect Overhead Cost

Overhead Costs shall be computed as a percentage rate of the actual wages paid to employees associated with the project. This overhead cost is to cover employee benefits such as holiday pay, vacation, sick leave, unemployment insurance, excise and payroll taxes, social security, employee medical and life insurance and

retirement benefits, all as normally provided to the Engineer's employees. Also, the composite overhead rate shall consider all "indirect" expenses associated with the operation of the engineering office such as rent, utilities, office equipment, computers (Hardware/Software), telephone equipment and usage fees, printing, internet and web hosting fees, CAD Workstations, photocopying, supplies, executive salaries, accounting, legal, clerical support salaries, etc. The following composite overhead rates have been established for this contract:

- (a) For the Engineer's employees whose basic work assignments are in the offices of the Engineer, the Engineer's overhead shall be computed at a rate of _____ percent of the actual wages paid to the employees associated with the project.

- (b) For the Engineer's employees whose basic work assignments are not in the offices of the Engineer, such as at the County's offices or at the construction field offices supplied by a Contractor (resident engineering services), the Engineer's overhead shall be computed at a rate of _____ percent of the actual wages paid to employees associated with the project.

- (c) For the Engineer's employees on overtime (defined as work time exceeding 40 hours per week), if prior approved in writing by the County, the overhead costs shall be computed at a rate of:

Office Personnel _____

Field Personnel _____

of the straight time wages paid to employees associated with the project. Overhead will not be applied to premium wages.

(3) Overhead Rates

The above stated overhead rates are fixed for the period of time indicated on Schedule "C" and further defined below. Thereafter, the rates are subject to adjustment upon audit, except that the maximum increase in overhead rate shall be fifteen percent (15%) of the rate(s) listed above.

The overhead rate(s) contained in the attached cost summaries are for the period from _____ to _____.

(4) Other Direct Costs

Direct identifiable Project related costs, subject to prior approval by the County shall be reimbursed as follows:

Travel, Auto at current Erie County rate _____

Travel, Other at cost _____

(5) Travel

During the construction phase of the project, the Project Engineer and/or Construction Inspector will be required to report directly to the assigned construction site, field trailer or District Office. Mileage from the Engineer's Office and/or the inspector's home to the work site/field office, will not be a billable item under the terms of this agreement. Also, mileage associated with the personal travel and mileage to and from lunch is NOT billable under this agreement.

(6) Subcontracts

The following County's approved subcontracts to this Agreement will be paid by the Engineer and billed to the County at cost plus mark-up as listed in the attached "Cost Summary Format for Engineering Subagreements":

<u>Subcontractor Name</u>	<u>Cost w/o Mark-Up</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

The use of substitute or additional subcontractors are subject to prior written approval by the County.

(7) Other Costs

Other direct costs (if any) not heretofore identified are specifically enumerated hereinafter.

(8) Profit – Cost Plus Fixed Fee Basis

The fixed fee is only paid in full for completed Phases in which the agreed upon work products are delivered to the Owner. In the event work on a Project Phase is not given a Notice to Proceed, no profit will be paid. If a Phase is terminated before completion, Profit will be prorated for the work actually completed.

(a) Profit Draft Preliminary & Final Design and General Services During Construction

For these specific phases of the Agreement, profit, sometimes called a fixed fee, shall be a fixed amount. In the billing for profit, the Engineer understands the amount of billed profit shall be prorated based on the percentage of the work completed to date as determined by the County. The fixed fee is only paid in full for completed Phases in which the agreed upon work products are delivered to the County. At the completion of each Engineering Phase and subject to the approval of the County, the Engineer may bill for the profit remaining in that specific contract phase.

(b) Profit for Resident Engineering, and Startup Services

For these specific phases of the Agreement, profit shall be included as a percentage of direct and indirect costs. The Engineer's allowable profit should be an amount equal to the approved percentage as applied to the technical services provided by the Engineer and approved by the County. The approved percentage for this project is 10%. The Engineer understands the amount of profit listed for these phases is not to be construed as a fixed fee.

(c) Special Conditions for Profit on All Contract Phases

The amount of profit identified in the Agreement cannot be increased unless there is a formal amendment/change order increasing the scope of work.

Profit is computed on straight time wages and no profit is paid on the overtime premium portion of wages.

Profit on other Direct Costs, such as subcontractors, other than travel is limited to 5%. Profit on travel is zero.

(d) Total

The sum of direct labor, indirect/direct overhead, other direct costs, subcontracts, other costs (if any) and profit shall not exceed the total price entered in the Agreement. The total price of this agreement cannot be exceeded unless there is a formal amendment/change order to the agreement.

(9) Lump Sum Method

Whenever a Lump Sum method of compensation is stipulated in Article 7, of the Agreement, the Engineer shall submit monthly invoices for services rendered. The invoices shall be based upon the Engineer's estimate of the services actually completed at the time of the billing, subject to the approval of the County.

(10) Per Diem Rate Method

Whenever the Per Diem Rate method of compensation is stipulated in Article 7, of the Agreement, the Engineer shall submit monthly invoices for the services rendered. The invoices shall be based upon the actual accrued engineering manhours at the time of billing, subject to the approval of the County.

In the case of the on-site Resident Engineer and Project Inspectors, the Engineer will be compensated at the per diem rate of _____ for the Resident Engineer, and _____ for the Project Inspectors. To establish the payroll record, the Engineer shall maintain a daily sign in/out attendance sheet in the Construction Field Office. Further, the Resident Engineer and Project Inspectors overtime hours will be at the above noted per diem rates. No premium rates will be considered.

The Engineer's approved miscellaneous expenses such as mileage or specialty subcontractors will be handled in a fashion as described in Section II of Schedule "D".

III. Project Costs

The Engineer's reimbursement under this Agreement shall be subdivided by contract phase as listed in Section I of this Schedule "D" and as listed on the attached "Cost Summary Format for Engineering Agreements" and attachments. The total compensation for any Phase of the project cannot be increased without a formal amendment/change order to the contract. The formula and rates which will be utilized in billing is detailed in Schedule C attached hereto and made part hereof.

SCHEDULE "E" COST SUMMARY FORM

COST SUMMARY FORMAT FOR ENGINEERING SUBAGREEMENTS				
PART I - GENERAL				
1. OWNER	2. PROJECT NO.			
3. NAME OF ENGINEER	4. DATE OF PROPOSAL			
5. ADDRESS OF ENGINEER (Include Zip Code)	6. TYPE OF SERVICE TO BE FURNISHED			
PART II - COST SUMMARY				
7. DIRECT LABOR (specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
DIRECT LABOR TOTAL				
8. INDIRECT COSTS (specify indirect cost pools)	RATE	X BASE	ESTIMATED COST	
INDIRECT COST TOTAL				
9. OTHER DIRECT COSTS			ESTIMATED COST	
a. TRAVEL				
TRAVEL SUBTOTAL				
b. EQUIPMENT, MATERIALS, SUPPLIES (specify categories)	QTY.	COST	ESTIMATED COST	
EQUIPMENT SUBTOTAL				
c. SUBCONTRACTS				
SUBCONTRACTS SUBTOTAL				
d. OTHER (specify categories)				
OTHER SUBTOTAL				
e. OTHER DIRECT COSTS TOTAL				
10. TOTAL ESTIMATED COST				
11. PROFIT				
12. TOTAL PRICE				

PART III - PRICE SUMMARY		
13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES (Indicates basis for price comparison)	MARKET PRICE(S)	PROPOSED PRICE

PART IV - CERTIFICATIONS

14. ENGINEER

14a. HAS A FEDERAL, AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?
 YES NO (If YES, give name address and telephone number of reviewing office)

14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES

14c. This proposal is submitted for use in connection with and in response to: (1) _____ and belief that the cost and pricing data summarized herein are complete, current and accurate as of (2) _____ and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to renegotiation and/or recoupment where the above costs and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the _____ above date.

(3) _____ DATE OF EXECUTION (4) _____ SIGNATURE OF PROPOSER

TITLE OF PROPOSER

15. OWNER

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

DATE OF EXECUTION SIGNATURE OF REVIEWER

TITLE OF REVIEWER

SCHEDULE "F"
COUNTY OF ERIE LOCAL LAW NO. 9-2005

RECEIVED
ERIE COUNTY LEGISLATURE

COUNTY OF ERIE
LOCAL LAW NO. 9 2005 JUL -6 P 1:10
LOCAL LAW INTRO NO. 8 2005
PRINT NO. 2

A LOCAL LAW in relation to the utilization by the County of Erie of minority-owned businesses and woman-owned businesses for professional, technical or other consultant services.

BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE AS FOLLOWS:

Section 1. Short Title. This local law shall be known as the Erie County MBE/WBE Utilization Commitment Act.

Section 2. Legislative Intent. As a direct result of Local Law #1, of 1987 the County of Erie has significantly increased its utilization of businesses owned by minority group members and women, and especially locally owned and operated businesses, on construction contracts and has thereby significantly enhanced the opportunities and entrepreneurial skills of minority group members and women in Erie County. The growth and development of such businesses have a substantial positive impact on the economic health of the County. The County's utilization of minority and women-owned professional, technical and other consultant services, such as in the areas of law, finance, information technology, accounting and engineering, outside of construction projects, has not achieved the same level of success, notwithstanding the increased growth of minority and women owned business and firms in these areas and professions.

Section 3. Definitions: For the purposes of this local law, the following terms shall have the following meanings:

A. Minority-Owned Business Enterprise (MBE) shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly-owned business, at least fifty-one percent (51%) of all stock is owned by minority group members, with such ownership certified by the Erie County Office of Equal Employment Opportunity and who is doing business and maintains an office in the County of Erie. For the purposes of this paragraph, minority group members are citizens of the United States who are African American, Hispanic, Asian-American and Native American (American-Indian).

B. Women-Owned Business Enterprise (WBE) shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by a woman or women or, in the case of publicly-owned business, at least fifty-one percent (51%) of all stock is owned by a woman or women, with such ownership certified by the Erie County Office of Equal Employment Opportunity and who is doing business and maintains an office in the County of Erie.

C. Department shall mean every County Department, Agency or Administrative Unit, including but not limited to the County Executive, the Legislature, Sheriff's Department, Comptroller's Office, County Clerk's Office and District Attorney's Office.

Section 4. Minority And Women-Owned Business Enterprise Utilization Commitment

(A) Every Department shall annually prepare and implement a written plan for the utilization of bona-fide minority and women owned businesses on County contracts let by or on behalf of such Department for professional, technical, or other consultant services. The plan must include a goal of awarding to MBE's, directly or through subcontracts, in each fiscal year, at least fifteen percent (15%) of the total value of all contracts intended to be let by the Department and a goal of awarding to WBE's at least five percent (5%) of the total value of all contracts intended to be let by the Department. The plan shall be submitted to the Erie County Division of Equal Employment Opportunity for review and approval by September 15th, preceding the calendar year covered by such plan.

(B) If the Department determines that the goals set forth in Section 4 (A) cannot be met, the Department's annual plan must include a justification why the policy goals are unobtainable. The written justification must include the Department's reasonable good faith efforts to meet the utilization goals and which may include the utilization of minority and women professionals in non-minority and non-women owned businesses.

(C) The County Executive must submit a summary of each Department's plan pursuant to this local law to the Legislature simultaneously with the annual proposed Budget. The plans are not to be considered as a part of the proposed budget.

Section 5. Reporting

A. Every Department shall prepare and submit an initial plan by September 15, 2005 that will cover the period January 1, 2006 to December 31, 2006. Annual plans, including the initial plans, will be modified as appropriate to reflect the Department's final adopted budget for the applicable year and subsequent modifications to the Department's budget during the applicable year.

B. On or before the 30th day of April, and quarterly thereafter, each Department head shall prepare a status report in such standard form as shall be periodically established by the Division of Equal Employment Opportunity, on the implementation and results of its utilization of minority owned business and women owned businesses during the three-month period ending one month before the due date of the report. Each report shall be submitted to the Division of Equal Employment Opportunity. Failure by any Department to submit any reports required by this section shall be grounds for discipline by the County Executive, except that for those Departments whose head are elected, the legislature shall determine the appropriate remedy for non-compliance with of the provisions of this law.

C. As evidence of a Department's good faith efforts to attain the goals set forth in its annual policy, a Department seeking approval by the Legislature of a matter which may involve the utilization by the County of professional, technical or other consultant services, must attach to each such request, a copy of its current status report on its policy goals.

D. The Division of Equal Employment Opportunity shall: (1) monitor the achievement of the annual goals established by each Department and (2) prepare a quarterly report on each Department's goal achievement, including each Department's good faith efforts to each those goals. The report shall be submitted to each Department that submitted a report, the County Executive, the Department and the Legislature.

E. Reasonable efforts shall include, but not limited to:

1. Utilizing a source list of MBEs and WBEs;
2. Solicitation of bids, RFQS and RFPs from WBEs and MBEs
3. Providing MBEs and WBEs sufficient time to submit proposals in response to solicitations;
4. Maintaining records showing utilization of MBEs and/or WBEs, as well as the specific efforts to identify and utilize these companies;
5. Causing its prime contractors to enter into sub-contracts with MBE/WBE firms, if appropriate and feasible, to effectuate the policy goal set forth herein;
6. Building the capacity of local and regional MBE and/or WBE firms to provide quality technical and professional services.

F. The Division of Equal Employment Opportunity shall prepare an annual report to the County Executive and the Legislature on the compliance of Departments with the requirement of this law.

Section 6. Applicability to contractual agreements for professional, technical or other consultant services. Notwithstanding any other application, this local law shall apply to any and all contractual agreements for professional, technical or other consultant services made in accordance with Section 19.08 of the Erie County Administrative Code. Waiver of Section 19.08, in accordance with the Erie County Legislature's authority to make a finding of necessity that the special service or skill must be provided immediately, or a determination that the procedure is impracticable, shall not constitute waiver or inapplicability of the provisions of this local law.

Section 7. Effective Date. This Local Law shall take effect immediately upon filing with the Secretary of State pursuant to Section 27 of the New York State Municipal Home Rule Law.

GEORGE A. HOLT, JR.

DEMONE SMITH

ALBERT DEBENEDETTI

LYNN M. MARINELLI

SCHEDULE "G"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Consultant certifies that it, and its principals:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Consultant is unable to certify to any of the statements in this paragraph, the Consultant shall attach an explanation to this certification.

Date: _____

Signature

Title

Organization

SCHEDULE "H"

Certification Regarding Drug-Free Workplace Requirements Grantees Other Than Individuals

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 et seq. *See* 48 C.F.R. Subpart 23.5.

The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs;

and,

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and,

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Organization

Authorized Signature
Date

Title

SCHEDULE "I"

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member or Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization

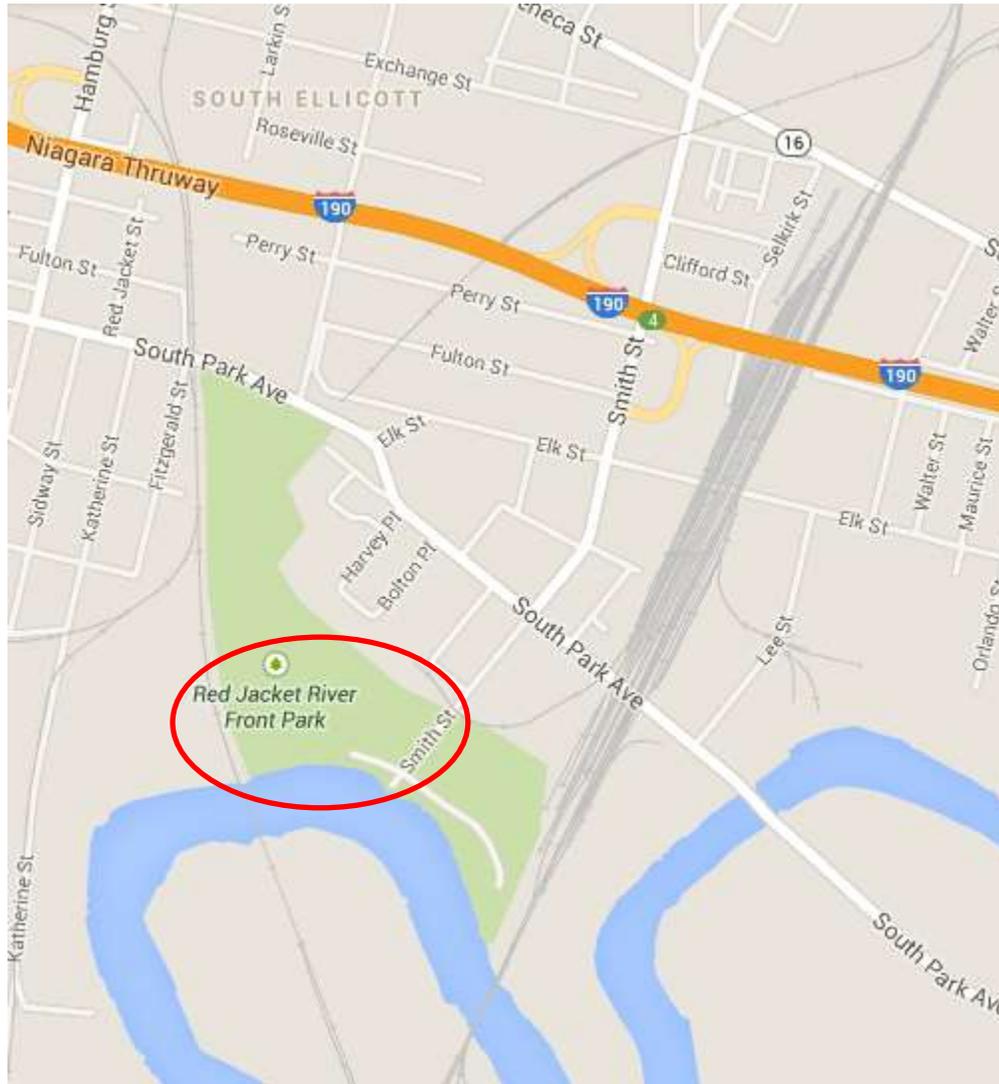
Authorized Signature	Title	Date
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NOTE: If Disclosure Forms are required, please contact: Mr. Will Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001

SCHEDULE "J"

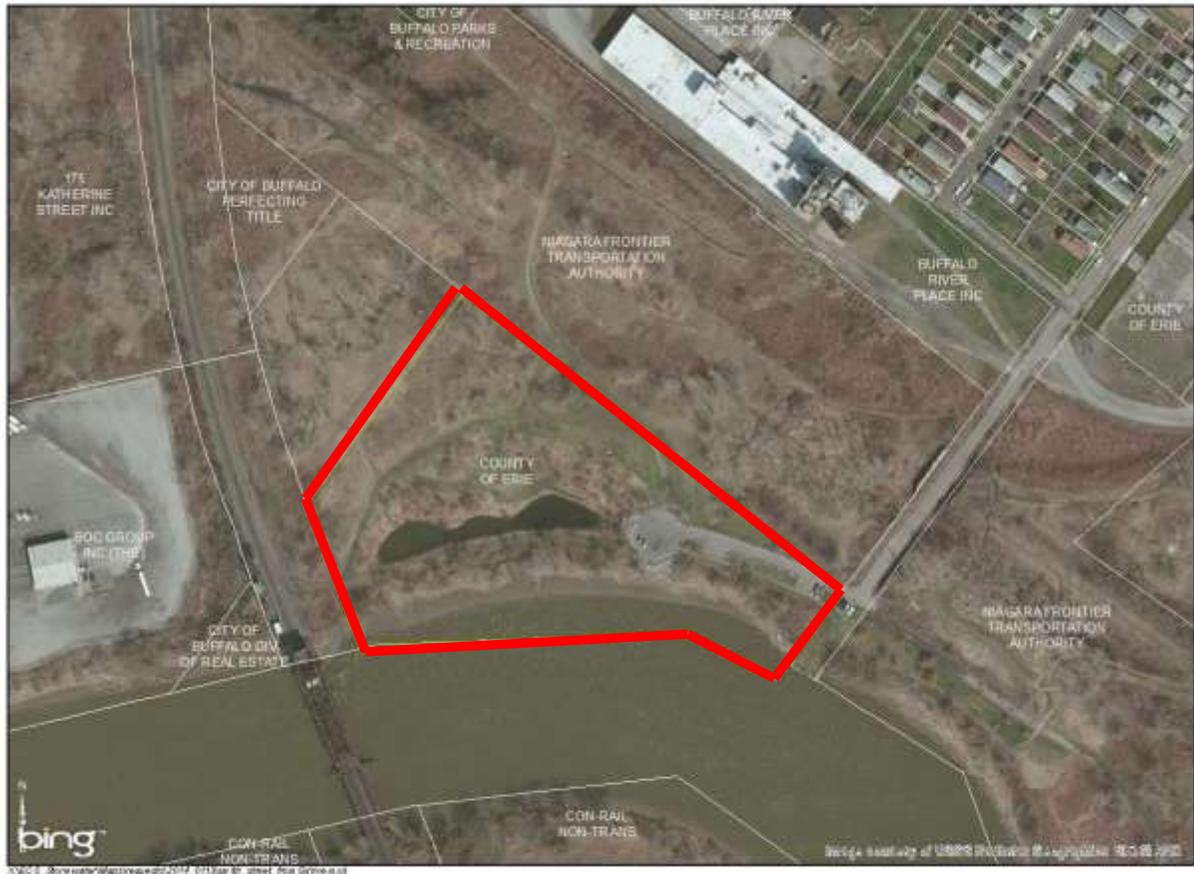
HABITAT RESTORATION SITE LOCATION MAP

RED JACKET (SMITH STREET) NATURAL HABITAT PARK



HABITAT RESTORATION SITE AERIAL MAP

RED JACKET (SMITH STREET) NATURAL HABITAT PARK



Source: Erie County Tax Parcels, NYS Real Property Data, 2013; Parcels are labeled by Owner.

0 100 200 300 400 Feet
10/200

Smith Street/Red Jacket County Park
Buffalo, NY
January, 2014

HABITAT RESTORATION SITE AREA MAP

RED JACKET (SMITH STREET) NATURAL HABITAT PARK



SCHEDULE "K"
ERIE COUNTY RESOLUTION
BUFFALO RIVER AREA OF CONCERN REMEDIAL ACTION PLAN HABITAT
RESTORATION PROJECT
RED JACKET (SMITH STREET) PARK

(To be adopted after contract awarded)